

# Network Data Wiring System Request for Proposal

June 2, 2016

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## 1.0 Request For Proposal (RFP) Introduction

The United States Probation Office for the Northern District of Georgia requests a response to this RFP for installation of Category 6 enhanced network cabling (replacing existing Category 5 enhanced network cabling infrastructure) for the following locations.

United States Probation Office, Atlanta Division, Richard B. Russell Federal Building, 75 Ted Turner Drive, SW, 9th floor, Atlanta, Georgia, 30303.

United States Probation Office, Newnan Division, Lewis R. Morgan Federal Building, 18 Greenville Street, First Floor, Newnan, Georgia, 30263.

United States Probation Office, Rome Division, United States Courthouse, 600 East First Street, Room 360, Rome, Georgia, 30161.

United States Probation Office, Tucker Office, 4500 Hugh Howell Road, Room 405, Tucker, Georgia, 30084.

## 2.0 Overview

This RFP requires a complete turnkey wiring installation including but not limited to the following:

- A. The contractor shall provide and install new Category 6 enhanced grade cables from the Intermediate Distribution Frame (IDF) closets and computer rooms to their designated locations. Each communication wiring and IDF cross-connects station wiring, local area network (LAN) wiring. All wiring shall meet the city of Atlanta, Georgia building code requirements, as well any County, State or Federal codes governing the installation of voice and data wiring.
- B. The installed cabling system shall meet the standards established by the IEEE (including IEEE standards for Category 6 enhanced and gigabyte speed), ANSI/EIA/TIA 568-B, 568-B.2-1, BICSI, and all products used for the cabling system shall be UL and CSA listed and meet AT&T, BellCore and FCC specifications. The connectors will meet or exceed the requirements for channel and component-level performance described in ANSI/TIA-568-C.2 Category 6 standards. The connector shall be individual snap-in style. The connectors shall also comply with all National Electrical Codes; compliant with ANSI/TIA-1096-A; UL listed; and independently verified. In addition to Category 6 compliance, the connector shall have the ability to support high megabit and shared-sheath applications. All plastics used in construction of the connector bodies shall be fire retardant with a UL flammability rating of 94V-0. Termination of all connectors shall be 110- type Insulation Displacement Connectors (IDC). The connector shall provide a ledge directly adjacent to the 110-style termination against which the wires can be terminated and cut in one action by the installation craftsman.
- C. The Contractor shall provide all wiring, connectors, terminators, punch blocks, patch panels, patch cables, wiring equipment, etc. The Contractor shall provide fifty percent (50%) of the modular patch cables for the remote LAN end-point connections in six-foot-lengths and fifty percent (50%) of the modular patch cables for the remote LAN end-point connections in ten-foot-lengths.

- D. With the exception of the copper risers, the wiring and fiber system proposed shall be compatible with Cisco switches products as well as any other network switch products in the existing network infrastructure.
- E. The Contractor shall provide at a minimum, a twenty-year unlimited warranty for the wiring system to include performance, reliability and failure of components. The Contractor shall provide a sample warranty document and all commercial information, which is contradictory to these terms, and conditions must be removed.
- F. The Contractor shall provide wiring documentation for all horizontal wiring. All wiring shall be documented including IDF labels, patch panels labeled, punch blocks labeled, wiring tagged with ID numbers with all end-point connectors labeled. The Contractor shall key-enter the jack information into an Excel spreadsheet provided by the courts.
- G. For the purpose of this Statement of Work, the term “structured wiring” will mean that all cable in the IDF rooms shall be terminated on patch panels, while the term “unstructured wiring” will mean that all LAN cables shall be terminated on patch.
- H. The Contractor shall provide a description and/or example of how the wiring will be documented IDF labeled, punch blocks labeled, wiring tagged with ID numbers and end-point connectors labeled. The Contractor’s documentation shall include the code marked on the floor plans and be cross-referenced to the Contractor’s jack numbers.

### 3.0 Wiring – Horizontal and Vertical

- A. CAD floor plans will be provided to the Contractor. The CAD floor plans contain each location that requires a wiring connection with each location marked with a symbol indicating LAN connection
- B. Access from IDF rooms to the wiring end-points are provided by the open ceiling space and cable trays.

### 3.1 Horizontal and Vertical Wiring Copper Cabling

#### Atlanta Division – 9<sup>th</sup> Floor, Richard B. Russell Building, Atlanta, Georgia

- A. The Contractor shall provide Category 6 enhanced wiring and jacks. The Contractor shall install new network cables runs (two cables per run unless otherwise noted on plans) to designated locations. A set of four cables needs to be installed in each Information Technology staff offices with two cable runs going to the computer room and two cable runs going to the designated IDF closet. The Contractor will need to install 289 cables from IDF closet rooms A,B,C, D and the main computer room. Two hundred twelve (212) of these cable runs are duals outlets and seventy-seven (77) cable runs are single or quad outlets. All cable run location are indicated on floor plans. All existing analog outlets installed for fax machines shall be undisturbed and be incorporated into any new Category 6 outlets in that location. All modem outlets installed shall be undisturbed and be incorporated into any new Category 6 outlets in that location. The average distance of each cable run is 120 feet. Cables will run through the conduit provided in

the firewall to reach open ceiling space from the IDF closets. All fire stop materials must be replaced by Contractor if disturb between floors of the cable path.

- B. Each of the Voice Over Internet Protocol and LAN end locations will be served with two Category 6 enhanced, four pair, plenum-rated cables. See the court provided attachment for the megahertz rating. Plenum-rated cables must be used in all raised floors and open ceiling spaces. Each cable will be terminated on a Category 6 enhanced RJ45 female jack on the end-user end and a Category 6 enhanced patch panel in the IDF closet. Patch panels shall be placed in the existing data cabinets and placed at the height determined by IT staff. Two-port wall plate enclosures will be used to mount the RJ45 jacks. Wall plates and jacks colors will be set prior to installation. The LAN cables and patching systems will be tested and certified by the Contractor as a full Category 6 enhanced installation.
- C. The Contractor shall provide Category 6 enhanced patch cables for the cross connect of the wiring installation. The Contractor will provide a wire management system to guide and organize the patch cables. (Note: The Contractor must carefully design a wire management system that will accommodate all of the cables and equipment.)

Newnan Division – First Floor, Lewis R. Morgan Federal Building, Newnan, Georgia

- A. The Contractor shall provide and install a new Category 6 enhanced patch panel. The Contractor will need to transfer the Category 6 cables formally used for the Nortel telephone system from the 110-telecom block located on the DMAR wall to a new Category 6 data panel. Install the panel on the wall mounted data rack. Any fax or analog connection on the 110-telecom block shall remain connected in their original position. Refer to drawings to indicate locations of converted outlet locations. Contractor will re-test each cable that is converted into a new data outlet. Where possible the Contractor shall keep the same numbering system in place for the new data panel that matches the wall plates. All fire stop materials must be replaced by Contractor if disturb between floors of the cable path.

Rome Division – Room 360, United States Courthouse, Rome, Georgia

- A. The Contractor shall provide Category 6 enhanced wiring. The Contractor will need to install 13 cables runs (two cables per run) and 3 cable runs (four per run) for a total of 38 cable runs from the MDF room. Single run locations or multiple drop locations are designated on floor plans. The average distance of each cable run is 120 feet. Cables will run through the conduit provided in the firewall to reach open ceiling space from the IDF closets. All fire stop materials must be replaced by Contractor if disturb between floors of the cable path.

Tucker Office, Room 405, 4500 Hugh Howell Road, Tucker, Georgia

- A. The Contractor shall provide Category 6 enhanced wiring. The Contractor will need to install 14 cables runs (two cables per run) for 28 cable runs from the MDF room. Single run locations or multiple drop locations are designated on floor plans. The average distance of each cable run is 120 feet. Cables will run through the conduit provided in the fire wall to reach open ceiling space from the IDF closets. All fire stop materials must be replaced by Contractor if disturb between floors of the cable path.

The Contractor must comply with all local codes requiring the use of plenum-rated cable. At a minimum, all riser cable that enters the ceiling area or raised floor must be plenum rated, specifically any cables that are returned to air space. Each cable run shall contain two (2) Category 6 enhanced cables except where denoted on floor plan. The cable runs will be routed from the IDF data rack to each outlet at the end user point. The cable runs will be routed via open ceiling cable tray and open ceiling spaces to reach original Data/Voice outlets and drop into outlet via conduit. Contractor shall leave a minimum of 10' slack at the end user point. All cables must be terminated in order on the rear of the Category 6 patch panel. The termination should match the floor plan so that they can be located when needed. All cables shall be terminated on both ends with the TIA/EIA568B pin out configuration. These patch panels shall be mounted in the rack with the cable management between each patch panel.

### 3.2 Horizontal and Vertical Fiber Optic Cabling – Atlanta Division ONLY

- A. The Contractor shall provide and install a new six (6) strand 62.5-fiber cable from the United States District Court 22nd Floor computer room to the 9th floor United States Probation Office (USPO) computer room. The fiber optic cable will need to be plenum rated and installed via the existing wiring closets access core holes and inside ceiling space to reach each computer room. The fiber optic cable will be terminated with new LC type fiber connectors. The LC connectors shall be installed inside new fiber distribution box in the USPO computer room. The fiber optic cable with new LC type connectors shall be terminated on the 22nd floor in the existing fiber distribution box.

### 3.3 Horizontal and Vertical Wiring Cutover (Category 5 enhanced to Category 6 enhanced)

#### Atlanta Division – 9<sup>th</sup> Floor, Richard B. Russell Building, Atlanta, Georgia

- A. The Contractor shall not disturb the live Category 5e system during Category 6 enhanced wiring. The cutover from Category 5 enhanced to Category 6 enhanced will be done one IDF section at a time. At Category 5 enhanced to Category 6 enhanced cutover time (designated by the USPO IT staff), the Contractor will disconnect the Category 5 enhanced cables from the end user outlet and replace the outlet with the new CAT 6 enhanced cables and jacks. The Contractor will install the new wall plate with appropriate labels. The Contractor will disconnect the Category 5 enhanced cables from the Category 5 enhanced data patch panel in the IDF closet and patch in the new Category 6 enhanced patch cords in the switch.

#### Newnan Division – First Floor, Lewis R. Morgan Federal Building, Newnan, Georgia

- A. Contractor shall not disturb the live Category 6 enhanced wiring system until cutover time. The entire office will be cutover at one time. At cutover time, the Contractor will disconnect existing Category 6 enhanced cables from the existing 110-telecom block and install them on the new Category 6 patch panel. The Contractor will install new wall plate labels to denote data outlet.

#### Rome Division – Room 360, United States Courthouse, Rome, Georgia

- A. The Contractor shall not disturb the live Category 5 enhanced system during Category 6 enhanced wiring. The entire office will be cutover at one time. At Category 5 enhanced to Category 6 enhanced cutover time (designated by the USPO IT staff), the Contractor will

disconnect the Category 5 enhanced cables from the end user outlet and replace the outlet with the new Category 6 enhanced cables and jacks. The Contractor will install the new wall plate with appropriate labels. The Contractor will disconnect the Category 5 enhanced cables from the Category 5 enhanced data patch panel in the IDF closet and patch in the new Category 6 enhanced patch cords in the switch.

Tucker Office, Room 405, 4500 Hugh Howell Road, Tucker, Georgia

- A. The Contractor shall not disturb the live Category 5 enhanced system during Category 6 enhanced wiring. The entire office will be cutover at one time. At Category 5 enhanced to Category 6 enhanced cutover time (designated by the USPO IT staff), the Contractor will disconnect the Category 5 enhanced cables from the end user outlet and replace the outlet with the new Category 6 enhanced cables and jacks. The Contractor will install the new wall plate with appropriate labels. The Contractor will disconnect the Category 5 enhanced cables from the Category 5 enhanced data patch panel in the IDF closet and patch in the new Category 6 enhanced patch cords in the switch.

For testing of all copper cables prior to cutover see section 4.0 Wiring System Performance and Testing.

### 3.4 Paging System – Atlanta Division ONLY

- A. The paging system is an overhead system that is part of the existing Voice over Internet Protocol telephone system. It is used for paging throughout the Atlanta office and shall remain undisturbed. If any cables or equipment is damaged in the process of installing new Category 6 cabling system, the Contractor will be responsible for repairing the cables and/or replacing any damaged speakers.

### 4.0 Wiring System Performance and Testing

- A. Testing of all copper wiring will be performed prior to system cutover. One hundred percent of the horizontal wiring pairs will be tested for opens, shorts, polarity reversals, transposition and presence of AC voltage.
- B. Data horizontal wiring pairs will be tested from the information outlet to the TC. The Category 6 enhanced horizontal cable runs will be tested for conformance to the specifications of EIA/TIA 568B Category 6.
- C. Testing will be performed using a TIA/EIA TSB-67 UL Certified Level 2 test set. Tests will include length, mutual capacitance, characteristic impedance, attenuation, and near-end and far end cross talk. The Contractor will bring any pairs not meeting the requirements of the standard into compliance, at no charge to the customer.
- D. Complete, end-to-end test results must be electronically submitted in MS Excel format to the court.



## 5.0 Contractor Personnel Requirements

### A. Minimum Requirements

The contractor shall ensure that personnel assigned to this contract are able to communicate effectively with officials representing technical, management, and user groups.

### B. Key Personnel Definition

Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under a contract. These are defined as "Key Personnel." No substitutions shall be made of accepted key personnel except for sudden illness, death, or termination of employment. Substitutions shall only be accepted if in compliance with subparagraph C., "Substitution of Key Personnel", below. If one or more of the key personnel becomes, or is expected to become, unavailable for work under the resulting contract for any of the foregoing reasons, the contract may be amended in accordance with subparagraph C.

### C. Substitution of Key Personnel

All contractor requests for key personnel substitutions hereunder shall be submitted in writing to the contracting officer's technical representative (COTR) and the contracting officer at least ten (10) calendar days in advance of the effective date, whenever possible, and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested by the contracting officer necessary to approve or disapprove the proposed substitution. An interview may also be requested. Any personnel assigned to the contract after award must be reviewed and pre-approved by the court. The authorized representative and the contracting officer will evaluate such requests and promptly notify the contractor of approval or disapproval in writing. All proposed substitutions shall be determined by the contracting officer to have qualifications and job status equivalent to the person being replaced.

### D. Key Personnel Designation

For this contract, the Project Manager is designated as a key personnel under this contract. The Project Manager shall be the contractor's authorized point of contact with the government-contracting officer (CO) and the contracting officer's technical representative (COTR). The Project Manager shall be responsible for formulating and enforcing work standards, assigning schedules, and reviewing work discrepancies, and communicating policies, purposes, and goals of the organization to subordinates.

### E. Personnel Security Requirements

Security investigations will be conducted for all personnel who will be onsite in the court location. Due to the sensitive nature of the information at the sites, all consultant personnel must have no criminal records. Upon award, the consultant shall provide the names, dates of birth, and social security numbers for those personnel to the court.

## 6.0 System Design, Project Management, Site Support and Project Schedule

- A. The Contractor will provide the court with wiring system design documentation and drawings that describe the data wiring system and the procedures for the installation of the data wiring system prior to the commencement of implementation. The court-designated technical liaison and/or court consultant will have the opportunity to approve the design and installation procedures prior to the commencement of implementation. The Contractor will provide the court with updated “as built” drawings and documentation at the completion of the project. The Contractor will provide system certification training and training for four court staff members on the configuration and administration of wiring system.
- B. The Contractor will assign a Project Manager to oversee the day-to-day operations of this project.
- C. All Contractor staff or contractors, who will be on site at the court location, will be required to undergo a background check performed by the U.S. Marshal’s Service. Upon award of the contract, the Contractor will provide the court project manager with the names, dates of birth and social security numbers for its on-site staff.

## 7.0 Engineering

- A. Planning meetings and schedule
  - 1. An initial planning meeting will be held with the Contractor to discuss all requirements (systems, services, distribution methods, etc.), identify responsibilities, and receive the final project plan.
- B. Proposed wiring solution
  - 1. Upon completion of the initial engineering stage, the Contractor shall provide two (2) draft copies of engineering documentation for approval by U.S. Probation Office within two weeks of completion. U.S. Probation Office will review the engineering documentation within a two (2) week period. Any delays upon the part of the government will allow a day-to-day extension for the Contractor. If no revisions are required, the documentation shall be formally accepted in writing by U.S. Probation Office. Any revisions shall be completed by the contractor within a two (2) week time period and resubmitted for review.
- C. Drawings and diagrams
  - 1. Upon completion of final engineering and incorporation of U.S. Probation Office’s review comments, Contractor shall provide to U.S. Probation Office for its records the following (if applicable per the Statement of Work):
    - a. MC/MDF and TC/IDF Diagrams - Includes:
      - 1. cable routing
      - 2. position of all components and apparatus
      - 3. detailed layout of the wall field
      - 4. labeling plan.

- b. Work Area Floor Plans - Includes:
  - 1. detailed cable routes
  - 2. approved labeling plan for all work areas.
- c. Cross Connect Documentation - Includes:
  - 1. cross connect records for all voice, and data devices.
- d. Riser Distribution Plan
  - 1. Cable Tray, Conduit, and Raceway Plans
- e. As Built Documentation
  - 1. Within one month of the completion of the project, Contractor is to prepare "As Built" documentation showing actual site conditions and installation as constructed.
- f. Additional Records - In addition to the engineering diagrams, the following items shall be provided by the Contractor within one month of the completion of the project:
  - 1. Cable Records and Assignments

## 8.0 Contract Management

Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of this contract will require coordination between the government and the contractor. The individuals cited below will be the government's primary points of contact during the performance of this contract. In no event shall any understanding or agreement, modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the contracting officer (CO) be effective or binding upon the government. All such actions must be formalized by a proper contractual document executed by the CO.

### A. Contracting Officer

All administration of this contract will be effected by the contracting officer. Communications pertaining to administration matters will be addressed to the contracting officer. No changes in, or deviation from, the scope of work shall be effected without a modification to the contract executed by the contracting officer. This contract will be administered by:

Kevin F. Perry  
Director, Information Technology  
U.S. Probation Office  
Northern District of Georgia  
Richard B. Russell Federal Building  
75 Ted Turner Drive, SW Room 900  
Atlanta, Georgia 30303  
Tel. No.: 404-215-1973  
Facsimile: 404-331-0160  
Email Address: kevin\_perry@ganp.uscourts.gov

Written communications shall refer to the contract title and shall be mailed to the above address.

B. Contracting Officer's Technical Representative (COTR)

Upon award, the contracting officer's technical representative (COTR) will be responsible for coordinating the technical aspects of this contract and inspecting items/services furnished hereunder; however, he/she shall not be authorized to change any terms and conditions of the resultant contract, including price.

The COTR (or designated representative) is authorized to certify invoices for payment in accordance with the terms of this contract. Responsibilities of the contract COTR may include:

- (1) Monitoring the contractor's performance under the contract to ensure compliance with technical requirements of the contract.
- (2) Notifying the CO in writing immediately if performance is not proceeding satisfactorily.
- (3) Ensuring that changes in work under the contract are not initiated before written authorization or modification is issued by the CO.
- (4) Providing the CO a written request and justification for changes.
- (5) Providing interpretations relative to the meaning of technical specifications and technical advice relative to CO approvals.
- (6) Inspecting and accepting the services.  
The Primary COTR for this contract is:

Clifford Grant  
Network Engineer  
U.S. Probation Office  
Northern District of Georgia  
Richard B. Russell Federal Building  
75 Ted Turner Drive, SW Room 900  
Atlanta, Georgia 30303  
Tel. No.: 404-215-1970  
Facsimile: 404-331-0160  
Email Address: cliff\_grant@ganp.uscourts.gov

9.0 Invoices

- A. Invoices for supplies and/or services furnished under this contract shall be submitted to the COTR or a designated representative at the address in Paragraph 8.0.A above, and a copy marked "Duplicate" or "Copy" to the contracting officer at the address shown in Paragraph 8.0.B. For contract line items with monthly prices, invoices shall be submitted on a monthly basis, in arrears, unless otherwise authorized by the contracting officer. For contract line items where supplies or services are ordered, invoices shall be submitted after delivery and acceptance of the items ordered.

- B. The COTR (or designated representative) will certify the invoice for payment and forward the invoice to the finance office specified in each delivery order through the contracting officer.
- C. The office that will make the payments due under this contract (i.e., the designated payment office) after COTR approval shall be:

Clerk of Court  
U.S. District Court  
Northern District of Georgia  
Richard B. Russell Federal Building  
75 Ted Turner Drive, SW Room 2211  
Atlanta, Georgia 30303

- D. To constitute a proper invoice, the billing summary invoice must include the following information and/or attached documentation:

- (1) Billing Summary Invoices:
  - (A) Name of the business concern and taxpayer identification number.
  - (B) Period covered by invoice and invoice date.
  - (C) Contract number and delivery order number or other authorization for delivery of property or services.
  - (D) For each contract line item, general description of property delivered or services rendered, measured unit, and associated price. For level-of-effort tasking this includes the name of the individual, dates and scheduled hours worked.
  - (E) Payment terms.
  - (F) Amount billed
  - (G) Any credits applied.
  - (H) Amount due.
  - (I) Name (where practicable), title, phone number, fax number, and complete mailing address of responsible official to whom payment is to be sent. The "remit to" address must correspond to the remittance address in the contract.
  - (J) Other substantiating documentation or information as required by this contract.

## 10. Judiciary Contract Clauses

Contractors are hereby notified that the following contract clauses shall be the governing clauses on contracts utilized by the federal judiciary:

A. DISCOUNTS FOR EARLY (PROMPT) PAYMENT

- (1) Discounts for early payment will not be considered in the evaluation of offers.
- (2) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract, and discounts offered will be taken by the government if payment is made within the discount period specified.
- (3) Discounts that are included in offers become a part of the resulting contracts and are binding on the contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the contractor only for the particular invoice on which the discount is offered.
- (4) The ending date of the discount period will be determined by applying the number of calendar days specified by the contractor, beginning with the later of:
  - a. The date the supplies are deemed to be accepted by the government, as determined in accordance with the payment terms of this contract, or
  - b. The date a proper invoice or voucher is received in the office specified by the government.
- (5) The date of the check issued in payment, or the date of payment by wire transfer through the Treasury Financial Communications System, shall be considered to be the date payment is made.

B. INTEREST ON OVERDUE PAYMENTS

The Prompt Payment Act of 1982 is not applicable to the federal judiciary; therefore, interest on overdue payments, in accordance with the provisions of this Act and OMB Budget Circular A-125, are not available under this contract.

C. DISCLOSURE OF INFORMATION (AOUSC 1999)

- (1) Information made available to the contractor by the Federal Judiciary for the performance or administration of this contract shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. This clause expressly limits the Contractor's rights to use data as described in Rights in Data - General FAR 52.227-14(d)(1).
- (2) If public information is provided to the contractor for use in performance or administration of this contract, such information may not be used for any other purpose by the contractor except with the written permission of the Contracting Officer. If the contractor is uncertain about the availability or proposed use of information provided for the performance or administration of this contract, the contractor will consult with the COTR regarding use of that information for other purposes.
- (3) The contractor agrees to assume responsibility for protecting the confidentiality of Government records which are not public information. Such information may include, but is

not limited to, all employee data, information relating to health records, physician and provider notes, bills, claims and other written and oral information of a personal nature, which is to be safeguarded to ensure that it is not improperly disclosed. Each offeror or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein, and that further disclosure of any such information for a purpose or to an extent not so authorized may subject the person(s) responsible to criminal sanctions imposed by 18 U.S.C. 641. That section provides, in pertinent part, that whoever without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine up to \$10,000, or imprisoned up to ten years, or both.

D. FREEDOM OF INFORMATION ACT CLAUSE (AOUSC 1994)

The Administrative Office of the United States Courts reserves the right to disclose information provided by the Contractor in response to a request by a member of the general public. Upon receipt of a written request, the AOUSC shall disclose information which would constitute public records in an agency covered by the Freedom of Information Act, or which is otherwise disclosable under the Federal Acquisition Regulation. In the event the requested information consists of or includes commercial or financial information, including unit prices, the Contractor shall be notified of the request and provided with an opportunity to comment.

The Contractor will thereafter be notified as to whether the information requested will be released. The Contractor understands and agrees that unit and or aggregate prices contained in the contract, including evaluated options, may be subject to disclosure without consent.

E. DISPUTE CLAUSE (AOUSC 1999)

- (1) A contract dispute means a written claim, demand or assertion by a contracting party for the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other specific relief arising under or relating to the contract. A dispute also includes a termination for convenience settlement proposal and any request for an equitable adjustment, which is denied. A voucher, invoice, or other routine payment that is not disputed by the parties is not a "dispute" under this clause.
- (2) A contract dispute must be filed within 12 months of its accrual and must be submitted in writing to the contracting officer. The dispute must contain a detailed statement of the legal and factual basis of the dispute and must be accompanied by any documents that support the claim. The claimant must seek specific relief, as provided in paragraph (1.) above. However, the time periods set forth here shall be superseded if the contract contains specific provisions for the processing of any claim, which would otherwise be considered a "dispute" under this clause.
- (3) Contracting officers are authorized to decide or settle all disputes under this clause. If the contracting officer requires additional information, the contracting officer shall promptly request the vendor to provide such information. The contracting officer will issue a written determination within 60 days of the receipt of all the requested information from the vendor. If the contracting officer is unable to render a determination within 60 days, the vendor shall

be notified of the date on which a determination will be made. The determination of the contracting officer shall be considered the final determination of the agency.

- (4) The contractor shall proceed diligently with performance of this contract pending resolution of the dispute. The contractor shall comply with the final determination of the contracting officer unless such determination is overturned by a court of competent jurisdiction. Failure to diligently continue contract performance during the pendency of the claim or failure to comply with the final determination of the contracting officer may result in termination of the contract for default or imposition of other available remedies.

#### F. INSURANCE

The contractor shall carry and maintain, during the entire period of performance under this contract, adequate insurance as follows:

- (1) Workman's Compensation and Employee's Liability Insurance - contractors are required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident shall be required.
- (2) Automobile General Liability Insurance - minimum \$200,000 per person; \$500,000 per accident; property damage \$20,000.
- (3) Comprehensive General Liability Insurance - minimum of \$500,000 for bodily injury per occurrence.

Upon request, the contractor shall provide the following information to the contracting officer:

1) insurance carrier certification of the above minimum amounts, and 2) evidence of a commitment by the insurance carrier to notify the contracting officer in writing of any material change, expiration, or cancellation of any of the insurance policies required hereunder not less than thirty (30) days before such change, expiration or cancellation is effective.

#### G. INDEMNIFICATION

- (1) Responsibility for Government Property

The contractor assumes full responsibility for and shall indemnify the government against any and all losses or damage of whatsoever kind and nature to any and all government property, including any equipment, supplies, accessories, or parts furnished, while in its custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, any subcontractor, or any employee, agent or representative of the contractor or subcontractor.

If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the contractor or its employees, any government-owned or controlled property is lost or damaged as a result of the contractor's performance of this contract, the contractor shall be responsible to the government for such loss or damage, and the government, at



its option, may in lieu of payment thereof, require the contractor to replace at its own expense, all property lost or damaged.

(2) Hold Harmless and Indemnification Agreement

The contractor shall save and hold harmless and indemnify the government against any and all liability claims and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or subcontractor.

The contractor assumes full responsibility for the safeguarding of benefit plan funds and shall indemnify and hold the judiciary, its employees, and others acting on its behalf harmless against any and all loss, liability, or damage to these funds arising out of the negligence, failure to act, fraud, embezzlement, or other misconduct by the contractor, its employees, subcontractors, agents, or representatives of the contractor or subcontractor.

(3) Government's Right of Recovery

Nothing in the above paragraphs shall be considered to preclude the government from receiving the benefits of any insurance/bonds the contractor may carry which provides for the indemnification of any loss or destruction of, or damages to, property or funds in the custody and care of the contractor where such loss, destruction or damage is to government property and/or government employees' funds. The contractor shall do nothing to prejudice the government's right to recover against third parties for any loss, destruction of, or damage to, government property, and/or government employees' funds and upon the request of the contracting officer shall, at the government's expense, furnish to the government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the government) in obtaining recovery.

(4) Government Liability

The government shall not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence on the part of the government and is recoverable under the Federal Torts Claims Act, or pursuant to other statutory authority applicable to the judiciary.

H. CONTINUITY OF SERVICES (AOUSC DEC 1995)

- (1) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

- (2) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (3) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract.
- (4) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

#### I. GOVERNMENT-CONTRACTOR RELATIONSHIPS - AOUSC 1992

- (1) The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the Government and the Contractor and/or between the Government and the Contractor's employees. It is therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.
- (2) The Contractor and/or the Contractor's personnel under this contract shall not:
  - a. be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer;
  - b. be placed in a staff or policy making position;
  - c. be placed in a position of command, supervision, administration or control over government personnel or the personnel of other Contractors, or become a part of the government organization;
  - d. be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations.
- (3) Employee Relationship:
  - a. The services to be performed under this contract do not require the Contractor or its employees to exercise personal judgement and discretion on behalf of the Government, but rather the Contractor's employees will act and exercise personal judgement and discretion on the behalf of the Contractor, as directed by the Contractor's supervisory personnel, and in accordance with the contract terms and conditions.

- b. Rules, regulations, directions, and requirements issued by the agency under the agency's responsibility for good order, administration, security, and safety are applicable to all personnel physically located on-site. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services contract.

J. YEAR 2000 WARRANTY

All Information Technology (IT) resources provided and/or developed under this contract shall be warranted to be Year 2000 compliant. Year 2000 compliant, as used in this provision, is defined to mean that the IT resource accurately processes date/time data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries, and for the duration of the twenty-first century, as well as years 1999 and 2000 and leap year calculations. This warranty is applicable to the extent that the IT resources being used in combination with the IT resources being acquired properly exchange accurate date/time data with it. Upon request, the Contractor shall provide sufficient evidence and/or conduct testing to clearly demonstrating that the IT resource will meet this requirement.

K. EXAMINATION OF RECORDS BY THE (AOUSC 1995)

The Contractor agrees that the Director of the Administrative Office of the United States Courts, or his/her designated representatives shall, until the expiration of three (3) years after the expiration of this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the Contractor agrees that the Director of the Administrative Office of the United States Courts or his/her designated representatives shall, until three (3) years after the expiration under the subcontract, have access to the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract.

L. DEFINITIONS (AOUSC 1985)

As used in this Agreement, the following terms shall have the meanings set forth below:

- (2) The term "Director" means the Director of the Administrative Office of the United States Courts (unless in the context of a particular section, the use of "Director" manifestly shows that the term was intended to refer to some other officer for purposes of that section), and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized in writing to act for the Director.
- (3) The term "Contracting Officer" means the person executing this Agreement on behalf of the Government, and any other successor Contracting Officer who has responsibility for this Agreement.
- (4) The term "subcontracts" includes purchase/delivery orders.

M. NEWS RELEASES

No news release pertaining to this procurement shall be made without prior agency approval, as appropriate, and then only in conjunction with the Contracting Officer.

**N. PUBLIC USE OF THE NAME OF THE FEDERAL JUDICIARY (AOUSC 2001)**

The Contractor shall not refer to the federal judiciary, or to any courts or other organizational entities existing thereunder (herein referred to as “the judiciary”), in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, web sites, or any other media used generally by the vendor in its commercial marketing initiatives, in such a way that it represents or implies that the judiciary prefers or endorses the products or services offered by the contractor. This provision shall not be construed as limiting the contractor’s ability to refer to the judiciary as one of its customers.

**O. LIMITED USE OF DATA**

Performance of this contract may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor which is of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interests of the Government and/or others.

Contractor and/or Contractor personnel shall not divulge or release data or information developed or obtained in performance of this contract until made public by the Government, except as authorized by the Contracting Officer. The Contractor shall not use, disclose, or reproduce proprietary data which bears a restrictive legend, other than as required in the performance of this contract. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at not cost to the Government between the Contractor and the data owner which provides for greater rights to the Contractor.

**P. DISCLOSURE OF INFORMATION FOR NON-GOVERNMENT EVALUATORS**

Offerors are advised that the Government may disclose proposals received in response to this solicitation to non-Government evaluators for evaluation purposes. Before any information in a proposal is released, however, the outside evaluator will be required to sign a written agreement requiring that (1) the information be used by the evaluator for evaluation purposes only and not be further disclosed, (2) any authorized restrictive legends placed on the proposal be the prospective contractor or subcontractor or by the Government also be reflected in any reproduction or abstracted information made by the evaluator; and (3) upon completion of the evaluation, all copies of the proposal, as well as any abstracts thereof be, returned by the evaluator to the Government office which initially furnished them for evaluation.

**Q. DISCLOSURE OF CONTRACTOR INFORMATION TO PUBLIC (AOUSC 1994)**

The Administrative Office of the United States Courts (AOUSC) reserves the right to disclose information provided by the Contractor in response to a request by a member of the general

public. Upon receipt of a written request, the AOUSC shall disclose information which would constitute public records in an agency covered by the Freedom of Information Act, or which is disclosable under the Federal Acquisition Regulations. In the event the requested information consists of or includes commercial or financial information, including unit prices, the Contractor shall be notified of the request and provided with an opportunity to comment. The Contractor will thereafter be notified as to whether the information requested will be released. The Contractor understands and agrees that unit and/or aggregate prices in the contract including evaluation options may be subject to disclosure without consent.

R. INSPECTION AND ACCEPTANCE (AOUSC 2001)

The Contracting Officer and the COTR may inspect, at any place or time, the services performed and the products, including any documents and reports. The COTR may reject any services or products that do not meet the highest requirements of the contract and the highest standards of the contract and the highest standards of professionalism. No payment will be due for any services or products rejected under this clause.

S. WITHHOLDING PAYMENT

If data specified to be delivered under this contract is not delivered within the time specified by this contract, the Contracting Officer may, until such data is delivered and accepted by the Government, withhold payment to the Contractor of up to 30% of the total contract price. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the contractor.

T. LATE PROPOSALS

Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and

- (1) It was sent by registered mail or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried including delivery by commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;
- (3) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;
- (4) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or,

- (5) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or,
- (6) It is the only proposal received.

#### U. OBSERVANCE OF REGULATIONS/STANDARDS OF CONDUCT

When Contractor personnel are performing contract work at a Government facility, they shall comply with all rules and regulations of the facility, including, but not limited to, rules and regulations governing security, controlled access, personnel clearances and conduct with respect to health and safety and to property at the site, regardless of whether or not title to such property is vested in the Government. The facilities to which the Contractor has access belong to the Government and will not at any time be considered "Government Property" furnished to the contractor.

The Contractor and its employees shall only conduct business covered by the contract during periods paid for by the Government, and will not conduct any other business on Government premises. Contractor personnel will abide by the normal rules and regulations applicable to the Government premises on which they work, including any applicable safety and security regulations.

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to his/her employees as may be necessary. The Contractor is also responsible for ensuring that his/her employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones except as authorized.

#### 11.0 Period of Performance

The period of performance of this contract is from the date of contract award until completion of Statement of Work.

#### 12.0 Place of Performance

Work on this contract shall be performed at the following locations.

United States Probation Office, Atlanta Division, Richard B. Russell Federal Building, 75 Ted Turner Drive, SW, 9th floor, Atlanta, Georgia, 30303.

United States Probation Office, Newnan Division, Lewis R. Morgan Federal Building, 18 Greenville Street, First Floor, Newnan, Georgia, 30263.

United States Probation Office, Rome Division, United States Courthouse, 600 East First Street, Room 360, Rome, Georgia, 30161.

United States Probation Office, Tucker Office, 4500 Hugh Howell Road, Room 405, Tucker, Georgia, 30084.

### 13.0 Requirements for Travel

All travel expenses shall be proposed as part of the total cost for completing the contract. Any travel reimbursements shall be made in accordance with the Judiciary Travel Regulations. Local travel is not reimbursable.

### 14.0 Type of Contract

The requirements of this contract shall be performed on a fixed-price basis.

### 15.0 Government Furnished Support

At a minimum, the court will provide the following items/support to the contractor:

- A. A designated court contact person(s) for technical and administrative matters.
- B. Onsite tour of all physical areas where data wiring system is or may be installed.
- C. The current data wiring system design, including counts of, and technical specifications for, local area network equipment/peripheral/adjunct equipment.
- D. Other reasonable support, access or information requested by the contractor and agreed to by the court.
- E. A copy(s) of the existing wiring diagrams (if applicable).

### 16.0 Project Direction

- A. Single Point of Contact
  - 1. Contractor will provide a single point of contact, i.e., Project Manager, to speak for the Contractor and to provide the following functions:
  - 2. Initiate and coordinate tasks with The Federal Court Project Manager, its General Contractor, Architect, and others as specified by The Federal Court Project Manager.
  - 3. Provide day-to-day direction and on-site supervision of Contractor personnel.
  - 4. Schedule regular status meetings at the court's discretion, and ensure conformance with all Contract provisions.

## 17.0 Completion of Work

At the completion of the system, the Contractor shall restore to its former condition, all aspects of the project site and on a daily basis, shall remove all waste and excess materials, rubbish debris, tools and equipment resulting from or used in the services described in the Contractor's response. All clean up, restoration, and removal noted above will be by the Contractor and at no cost to U.S. Probation Office. If the Contractor fails in its duties under this paragraph, U.S. Probation Office, upon notice to the Contractor, may perform the necessary clean up and deduct the actual costs from amounts due or to become due to the Contractor. It shall be the Contractor's responsibility to remove trash from the areas it is working in and bring trash and debris to the allocated receptacle.

## 18.0 Inspection

On-going inspections shall be performed during construction by the Project Manager and Federal Court Project Manager. All work shall be performed in a high quality manner and the overall appearance shall be clean, neat and orderly.

## 19.0 Damages

The Contractor will be held responsible for any and all damages to portions of the building caused by it, its employees or subcontractors; including but not limited to:

- A. Damage to any portion of the building caused by the movement of tools, materials or equipment.
- B. Damage to any component of the construction of spaces "turned over" to the Contractor.
- C. Damage to the electrical distribution system and/or other space "turned over" to the Contractor.
- D. Damage to the electrical, mechanical and/or life safety or other systems caused by inappropriate operation or connections made by the Contractor or other actions of Contractor.
- E. Other damage to the materials, tools and/or equipment of the Federal Judiciary or Courthouse tenants, its consultants, General Contractor, subcontractors, Architect, other contractors, agents and leasees.

## 20.0 Wiring Site Review

A wiring site visit is scheduled for June 16, 2016, from 10am - 1pm, or for the amount of time required to complete the site visit. The wiring site visit is intended to assist the court, consultants and Contractors in identifying issues that require clarification or revision. Questions and written responses will be sent to each participating Offeror. (Please note that Offeror's must rely only on the information presented in this RFP, written clarifications and the information gathered from the court-provided floor plans and drawings.)



## 21.0 RFP Response (Proposal) Preparation

The offeror shall provide a Business Proposal and a Technical Proposal in separate volumes.

### 21.1 Business Proposal

The Business Proposal shall contain the following three items:

- A. A signed statement to show that the Offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document. The form must be executed by a representative of the Offeror who is authorized to commit the Offeror to contractual obligations.
- B. All (if any) assumptions, conditions, or exceptions upon which the contractual and cost/price part of this proposal is based. If not provided here, it will be assumed that none exist, including any which may be buried in the offeror's technical and price proposals.
- C. The Offeror shall provide an itemized list of equipment prices. Prices must include the installation cost. This list must be separate from the technical response and must include individual pricing for:
  - 1. Each individual horizontal run including labor and materials
  - 2. Each patch panel including labor and materials
- D. The Offeror's response must include all patch panels, patch cords, end-user jacks, and LAN data cable testing certification, etc. The Contractor will respond with separate written quote responses for this project as follows:
  - 1. Basic cabling system
- E. The proposal will be valid for 90 days and must be signed by an officer or Contractor representative with the authorization to bind the Contractor contractually
- F. The Offeror must submit a fixed price proposal that includes all costs and fees to complete the project.

### 21.2 Technical Proposal

The technical proposal shall contain the following items:

- A. A signed statement to show that the Offeror has read and agrees to comply with all the requirements of the solicitation document. The statement must be signed by a representative of the Offeror who is authorized to commit the Offeror to contractual obligations. If the offeror does not provide this statement, the offeror's proposal will be deemed to be

technically unacceptable, will not be evaluated further, and will not be considered for contract award.

- B. All (if any) assumptions, conditions, or exceptions upon which the technical part of this proposal is based. If not provided here, it will be assumed that none exist, including any which may be buried in the offeror's technical and price proposals.
- C. A list of three references for whom your organization has provided similar services to those specified in the statement of work, including any work performed for other federal courts or federal government agencies (where possible include references from projects completed in the Atlanta metropolitan area). Provide the name of the organization, the name of the contact person, their current telephone number, and a brief synopsis of the work performed. The references provided must have been for three different clients.
- D. A narrative describing the offeror's understanding of the project, the technical approach the offeror will utilize to accomplish the project objectives and a preliminary project plan which provides details about the sequence of activities and the times required for each activity in order to complete the project. To assist the court in projecting a completion date, provide an estimate, in the project plan, of the following:
  - 1. the estimated time necessary to complete a single floor's horizontal wiring; and
  - 2. the time as determined by the Contractor necessary to complete any other tasks required for a total implementation.
- E. A narrative description of the technical staffing and support available to the contractor to apply to this project to allow the court to determine the offeror's ability to apply the appropriate level of resources to the project and to complete the project within the schedule. Indicate where the staffing and support resources are located. Where staffing and support are not to be provided from the metropolitan area in which the court is located, indicate where the staffing and support will come from and how you will ensure that the required resources will be available whenever needed in the numbers needed. In addition, provide the resume for the Project Manager which shall include a narrative of the proposed Project manager's experience in managing projects of similar size and scope.

## 22.0 Evaluation of Proposals

### 22.1 Proposal Evaluation and Award Selection

- A. Offerors' proposals will be evaluated subjectively based on a best value methodology with an emphasis on the technical and management excellence factors listed below. In evaluating the proposals, each factor will be assessed based on its value/capability to the judiciary and its risk.
- B. The technical and management factors are the following:
  - 1. Past contractual performance and relevant experience
  - 2. Understanding the project, technical approach, and preliminary project

plan  
3. Technical Staffing and Support

The above factors are of equal importance and together are more important than cost. Cost will be factored in the selection at the conclusion of the technical evaluation.

- C. Award will be made to the offeror whose technically acceptable proposal is determined to offer the greatest value to the government and/or offer the least risk. In determining value, the government will consider the scores achieved for the technical and management excellence factors and the price. The government will make an award based on the best value to the government, which ultimately may not be the highest technically rated proposal or the lowest price proposal.
- D. Pursuant to FAR 15.306(a)(2), the government hereby notifies the offerors that it reserves the right to award a contract without discussions.

### 23.0 Proposal Due Date

Proposals are due no later than June 27, 2016, 5 p.m. local time. Offers will be subject to FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids".

Submit three copies of the technical proposal and two copies of the cost proposal to:

Kevin F. Perry, Contracting Officer  
Director, Information Technology  
U.S. Probation Office  
Richard B. Russell Federal Building  
900 U.S. Courthouse  
75 Ted Turner Drive, SW  
Atlanta, Georgia 30303  
kevin\_perry@ganp.uscourts.gov